

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Ken Cohen, Acting Town Administrator
Prepared By: Colleen Ryan, Grants Specialist / 797-1024

SUBJECT: Resolution

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEWIS SCRUGGS FOR DEVELOPMENT OF A MANAGEMENT PLAN FOR SUNNY LAKE BIRD SANCTUARY.

REPORT IN BRIEF: The Town's grant contract with the Florida Communities Trust (FCT) for Sunny Lake requires the Town to submit a comprehensive management plan for the site. The Town developed a scope of work to have the management plan completed and steered through the FCT approval process and sought price quotes for this work. Lewis Scruggs, an independent consultant, provided the lowest quote of \$8,000. Mr. Scruggs previously assisted the Town with the FCT management plan for the Van Kirk site. This resolution authorizes execution of the Agreement with Lewis Scruggs attached as Exhibit I.

PREVIOUS ACTIONS: R-2004-072 to apply for the FCT grant, and R-2005-164 to execute the grant contract with FCT which includes the management plan provision.

CONCURRENCES: The agreement has been reviewed and approved by the Town Attorney.

FISCAL IMPACT:

Has request been budgeted? no

If yes, expected cost:

If no, amount needed: \$8,000.00.

Account Name:

Additional Comments: N/A

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LEWIS SCRUGGS FOR DEVELOPMENT OF A MANAGEMENT PLAN FOR SUNNY LAKE BIRD SANCTUARY.

WHEREAS, the Town needs to develop a management plan for Sunny Lake Bird Sanctuary that will address short and long term objectives, resource protection, and anticipated improvements; and

WHEREAS, the Town sought price quotes from consultants for the development of the plan and its submission to the Florida Communities Trust; and

WHEREAS, the Town Council wishes to accept the lowest quote and execute the Agreement with Lewis Scruggs included as Exhibit I.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby authorizes the Mayor to execute the Agreement with Lewis Scruggs attached as Exhibit I for the development of a management plan for Sunny Lake.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

**AGREEMENT
BETWEEN THE TOWN OF DAVIE
AND LEWIS SCRUGGS
FOR CONSULTING SERVICES**

This AGREEMENT, made and entered into the _____ day of _____, 2006,
by and between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314
(hereinafter referred to as "TOWN")

and

LEWIS SCRUGGS
7751 Bass Ridge Trail
Tallahassee, FL 32312
(hereinafter referred to as "CONSULTANT")

WHEREAS, the TOWN requested quotes for services to develop and draft a management plan for the Sunny Lake site in furtherance of the TOWN's grant contract with the Florida Communities Trust (hereinafter FCT); and

WHEREAS, CONSULTANT has successfully completed work for TOWN previously and submitted the lowest price quote for the Sunny Lake project; and

WHEREAS, the Town Council approved this AGREEMENT by Resolution R-2006-_____ and authorized the Mayor to execute such AGREEMENT.

NOW, THEREFORE, in consideration of the benefits provided by CONSULTANT to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate six (6) months from that date. However, either party may terminate this Agreement for convenience by providing a thirty (30) calendar days written notice.

Section 3. SCOPE OF SERVICES

3.01 CONSULTANT will conduct professional services for the Sunny Lake management plan as outlined in the Scope of Work incorporated into this AGREEMENT as Attachment I, and in close consultation with TOWN staff.

Section 4. CONSIDERATION

4.01 CONSULTANT services for development and completion of the Sunny Lake management plan shall be provided for the sum of \$8,000, which includes travel expenses and up to 100 hours of CONSULTANT work time.

4.02 CONSULTANT agrees to maintain a record of work hours spent on the project. Should an excess of 100 hours be required to complete this project, TOWN authorization must be sought and obtained by CONSULTANT for additional work hours. Authorized work hours over the initial 100 hours may be billed at the rate of \$75.00 per hour by CONSULTANT.

4.03 CONSULTANT may invoice TOWN for 75% of the agreed-upon fee upon the submittal of the draft management plan to FCT. The remaining 25% may be invoiced upon FCT's approval of the final plan.

Section 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 TOWN will provide CONSULTANT with copies of relevant grant applications, contracts, environmental assessments and survey necessary for project completion.

5.02 TOWN will provide timely review and comment on all work product and questions submitted by CONSULTANT and scheduling of any meetings required.

5.03 Other assistance as may be required by CONSULTANT to complete required work authorized by TOWN.

Section 6. INDEPENDENT CONTRACTOR

6.01 It is understood and agreed that CONSULTANT is and shall remain an independent contractor with respect to the services being performed by CONSULTANT pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN. The CONSULTANT shall be solely responsible for any actions or omissions of its employees, agents, or invitees.

Section 7. INSURANCE

7.01 Prior to commencing work, the CONSULTANT shall provide TOWN with Certificates of Insurance listing each coverage shown under paragraph 7.02 and providing coverage at the required levels. The Certificates must be issued by the Agent or Insurance Company providing the coverage.

7.02 The CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Worker's Compensation and Employer's Liability Insurance: Statutory – Providing coverage for all employees of the CONSULTANT engaged in work under the Agreement in accordance with the laws of the State of Florida. The CONSULTANT shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) Business Liability Insurance in an amount not less than \$250,000 per occurrence Combined Single Limit. Policy shall include coverage for premises; property damage; bodily injury; operation; products completed; contractual liability; independent contractors.
- (c) Automobile Liability: Minimum \$100,000 per occurrence Combined Single Limit for bodily injury and property damage, and a minimum \$300,000 aggregate. Policy shall include coverage for all owned, non-owned and hired automobiles and other vehicles used by the CONSULTANT in the performance of the work.

7.03 Insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail.

7.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following

minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ or greater rating.

7.05 The CONSULTANT is required to submit a list of claims presently outstanding against his business liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be provided by and signed by the agent of the insurance carrier.

Section 8. INDEMNIFICATION

8.01 GENERAL INDEMNIFICATION: The CONSULTANT agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28. Nothing in the Agreement shall be construed to benefit or grant any claim or cause of action to any third party.

8.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CONSULTANT agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement. Any and all work products produced during the term of this contract by CONSULTANT shall be the sole property of the TOWN.

Section 9. TERMINATION AND DEFAULT

9.01 In the event CONSULTANT shall default in any of the terms, obligations, restrictions or conditions of the AGREEMENT, TOWN shall give written notice by certified mail, return receipt requested to CONSULTANT of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CONSULTANT has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CONSULTANT shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

Section 10. RECORDS AND AUDIT

10.01 TOWN reserves the right to review or audit the records of CONSULTANT relating to this project at any time during the performance and term of the Agreement and for a period of one (1) year after completion and acceptance by TOWN.

Section 11. CONFLICT OF INTEREST

11.01 CONSULTANT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CONSULTANT further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONSULTANT or its employees, must be disclosed in writing to TOWN.

11.02 CONSULTANT is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CONSULTANT warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

Section 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CONSULTANT. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN, which consent can be arbitrarily withheld.

Section 13. COMPLIANCE WITH LAWS

13.01 CONSULTANT shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

13.02 CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

Section 16. ENTIRE AGREEMENT

16.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 17. SEVERABILITY

17.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in Conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 18. NOTICES

18.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses unless otherwise specified herein:

TOWN: Colleen Ryan
Town of Davie
6591 Orange Drive
Davie, Florida 33314

CONSULTANT: Lewis Scruggs
7751 Bassridge Trail
Tallahassee, FL 32312.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT:

TOWN OF DAVIE,
A FLORIDA MUNICIPAL CORP.:

LEWIS SCRUGGS

THOMAS TRUEX, MAYOR

DATE

DATE

WITNESS SIGNATURE

APPROVED AS TO FORM AND
CORRECTNESS:

WITNESS NAME (PRINT)

MONROE KIAR
TOWN ATTORNEY, TOWN OF DAVIE

DATE

ATTACHMENT I.

SCOPE OF WORK DEVELOPMENT OF SUNNY LAKE MANAGEMENT PLAN

DESCRIPTION OF PROJECT

The Consultant will develop and draft a management plan for Sunny Lake Bird Sanctuary. Sunny Lake is a 16.79 acre site acquired by the Town of Davie with grant funding from the Florida Communities Trust (FCT) and the Broward County Land Preservation Bond Program. The management plan will be submitted to FCT in compliance with the Town's grant contract. Contracted services shall include all revisions to the plan requested by the Town of Davie and FCT until the plan receives FCT approval.

Generally, the management plan will discuss short and long range management objectives, site development/improvement plans, resource protection activities, long term monitoring of the project site, and associated costs and funding sources.

The management plan narrative shall follow the outline provided in the FCT checklist attached herein. The management plan shall include all descriptions and exhibits listed in the FCT checklist that are applicable to the project and shall comply with all requirements of the Florida Communities Trust/Florida Forever grant program.

This project may involve coordination with Town staff and the Davie Town Council, at least one site visit, and, if requested by Davie, one community workshop to solicit public input. Services may also necessitate coordination with FCT staff to revise the plan until it is approved.

To assist in this project, the Town of Davie will provide copies of a topographical survey, environmental assessments, preliminary wildlife report, and related grant applications and grant contracts. If sufficient information is not available to complete all required sections, the management plan should identify how and when necessary information should be obtained.

TIMELINE FOR COMPLETION

The Consultant will perform a site visit to Sunny Lake and meet with the Town of Davie on an agreed-upon date in February 2006. The Consultant shall have a maximum of 30 days following the site visit to submit the first draft of the management plan to the Town of Davie.

If revisions are requested by the Town to the draft plan, the Consultant shall have a maximum of 14 days to complete such revisions and submit a revised plan to the Town, unless agreed otherwise in writing. Should FCT and the Town request subsequent plan revisions, the Consultant shall complete such revisions within 14 days, unless agreed otherwise in writing. Revisions will continue until the plan receives FCT's approval. The Town of Davie anticipates completion and final approval of the Sunny Lake Management Plan by May 15, 2006.

Drafts of the management plan and its exhibits shall be provided to the Town in Adobe .pdf format electronically via email or CD. Upon approval of the management plan by FCT, three complete copies of the plan, including exhibits, shall be provided to the Town, including one for final submission to FCT. An electronic version of the approved plan and exhibits shall be provided to the Town on CD in Microsoft Word and Adobe pdf format.



Florida Communities Trust
Florida Forever Program
Writing a Management Plan Checklist

The Florida Communities Trust (FCT), Florida Forever Program Rule 9K-7.011, F.A.C. requires all grant Recipients to submit a Management Plan for approval prior to the release of grant funds. The management Plan is intended to describe how the Recipient will manage a Project Site to further the purposes of the grant application and meet the terms and conditions of the FCT grant contract.

The Writing a Management Plan Checklist is a comprehensive outline covering a broad range of possible land management issues; therefore, some of the listed topics may not apply to your project. Please only address the items applicable to your Project Site. For example, if a Recipient did not propose an environmental education program in the grant application, that item does not need to be addressed in the Management Plan. If you are unsure whether a particular item applies to your project, check with FCT staff.

The management plan requirements for phased projects or additions to funded projects can be satisfied by amending the FCT approved management plan.

The checklist has been modified from the past FCT checklist to also include items generally required for projects acquired or managed under the Department of Environmental Protection's Florida Forever Acquisitions. In some cases the checklist has identified certain requirements for DEP management plans that are not required or optional for FCT funded projects.

The conceptual site plan that was submitted as part of the FCT grant application provides a foundation for writing the management plan. Other materials and information gathered for the application can and should be reflected in the plan where appropriate. Commitments made in the application and reinforced by conditions of the grant funding must be reflected in the management plan.

Use the best available information about the site's natural features and proposed future uses. Like all future-oriented planning efforts, the level of detail of the management plan may be impacted by difficulties associated with obtaining sufficient information on which to base management decisions. If sufficient information is not available, the management plan should identify how and when necessary information will be obtained.

A good Management Plan should be about 15 to 25 pages for small project sites and 30 to 40 pages for larger sites with between 5 and 15 exhibits.

The management plan should be submitted in a three ring binder.

Complete the management plan checklist and provide a copy of the checklist when submitting the draft management plan. Consider including page numbers where the information is located or insert N/A if not applicable for the project.

For consistency, please use the checklist format and headings, as appropriate, in drafting the management plan.

If you have questions, please contact FCT staff.

Management Plan Check List

	Cover Page
	Title "Management Plan" on the cover.
	FCT Project name on the cover.
	Project number on the cover.
	Date the Management Plan was drafted or <u>revised</u> on the cover.
	Executive Summary (1 to 2 pages) (optional)
	Highlight the key or unique aspects of the site
	Table of Contents
	Provide the respective page numbers for the various sections in the Table of Contents.
	List of Exhibits and Tables
	List documents found in the Appendix.
	I Introduction (A brief project overview approximately 1 to 1.5 pages in length) <i>This should provide a good summary of the project to a first-time reader.</i>
	Project name.
	Project location.
	Other background information - including a brief description natural resources, previous use of the site, size of the site (acres), etc.
	If the project is located in a priority investment area or special management area, identify the special designation, such as an aquatic preserve, Outstanding Florida Waters, Area of Critical State Concern, Front Porch Communities, Florida Main Street, etc.
	If part of a phased project, discuss past or future planned acquisitions.
	If the project site is adjacent or near other publicly owned property, identify the property and provide an exhibit that shows the other publicly owned property, such as existing parks, schools, military bases, other conservation lands, etc.
	A statement acknowledging that grant funding from FCT was used to acquire the Project Site and the Management Plan was developed to ensure that the Project Site will be developed in accordance with the Grant Award Agreement and in furtherance of the purpose of the grant application.
	Include a statement identifying all the funding sources used to acquire the project site. Reference any restrictions that these programs may have on the use of the property.
	Identify adjacent land uses and any potential conflict regarding the uses or management of the project site.
	II Purpose (Recommended length 1.5 - 3 pages)
	Purpose for acquiring the site as stated in the grant application.
	Provision acknowledging that the Project Site will be managed only for the conservation, protection and enhancement of natural resources, and for public outdoor recreation that is compatible with the conservation, protection and enhancement of the site.
	Desired future condition and uses of the site.

	A prioritized list of 4 to 8 management objectives for the site. <i>(Such as: to protect the natural resources, provide recreational opportunities, provide urban open space, provide beach access, etc.)</i>
	Summary of major comprehensive plan directives that would be furthered by managing the site as proposed. <i>(The summary should be about a page and cite no more than 3 to 5 comp plan policies)</i>
	Include the numerical citation of the comprehensive plan policies and objectives cited.
	Commitment to amend the future land use designation to conservation, outdoor recreation, open space, or other similar category within a year of acquiring the site.
	Commitment to amend the zoning designation to conservation, outdoor recreation, open space, or other similar category within a year of acquiring the site.
	Provision ensuring the Project Site is identified in all literature and advertising as acquired with funds from the “Florida Communities Trust” and operated as a natural conservation area, outdoor recreation area or other appropriate descriptive language.
	III Natural and Cultural Resources (Identify natural and cultural resources in need of protection including a discussion of the issues, problems and proposed management techniques)
	Soils
	(Required for DEP projects)
	(Optional for FCT projects, only recommended if the project site is over 500 acres)
	Identification of soil types.
	Soils map (in appendix).
	Identify if there are any mineral resources such as oil, gas, phosphate, etc.
	Natural Communities
	Describe the natural communities on the Project Site including imperiled or critically imperiled communities. FCT recommend that FNAI community types are used.
	Describe the condition of the community
	Describe the amount of disturbance on the project site.
	Describe a representative sample of the various plant species found in each community.
	Discuss the proposed management techniques to protect and enhance the various natural communities including any imperiled or critically imperiled communities.
	Include a commitment to implement a photo-monitoring program of selected natural communities on the site.
	Identify any unique natural features on the site.
	Describe the unique geological feature(s) on the Project Site.
	<i>* If not known at the time of drafting the Management Plan, include a general discussion of what is known of the resources on site and outline a plan identifying the resources in the near future (1 to 3 years)</i>
	** If not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan.

	Discuss what type of invasive exotic plants exists on the site.
	Discuss the need for removal of invasive exotic plants.
	Provide a conceptual discussion on the techniques used to remove invasive exotic plants.
	Discuss the time frame for the removal.
	Discuss the time frame for revegetating the site impacted by invasive exotic plants.
	Incorporate a monitoring program (at a minimum yearly) to prevent reinfestation.
	Reference the use of the Exotic Pest Plant Council's list of Florida's Most Invasive Species in identifying invasive exotics on the Project Site.
	Include a copy in the Appendix and reference in the text that the List is included in the Appendix.
	Restoration (if applicable)
	Approximate number of upland and wetland acres to be restored.
	Provide a conceptual discussion of the proposed restoration plan and techniques to be used.
	Provide a conceptual discussion on the type of native plants to be planted.
	Include a commitment to implement a photo-monitoring program of the restoration area.
	Discuss the proposed management techniques to protect and enhance the water quality of the water bodies on or adjacent to the Project Site.
	Discuss any hydrological restoration on the Project Site.
	Time frame for initiating and completing the restoration program.
	Show the restoration area on the Master Site Plan or other exhibit.
	Prescribed Burn Plan (if applicable)
	Discuss the need and purpose of a prescribed burn program.
	Develop neighborhood outreach program to inform residents of the benefits of prescribed burns.
	Coordinate drafting of burn plan with Division of Forestry.
	Time frame for drafting a burn plan.
	Commitment to install fire-lines along the perimeter
	Feral Animal Program
	Discuss developing a feral animal (hogs, dogs, cats, Muscovy ducks, as applicable to the site) removal plan.
	Include a time frame for implementing the plan.

	A monitoring program for feral animals on the project site.
	<i>* If not known at the time of drafting the Management Plan, include a general discussion of what is know of the resources on site and outline a plan identifying the resources in the near future (1 to 3 years)</i>
	** If not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan.
	Listed Plant Species
	Identify the listed plant species that have been found on the Project Site.
	Identify listed plant species that may be found on the Project Site based on the vegetative communities on the Project Site.
	Discuss the proposed management techniques to protect and enhance habitat for the various listed plant species.
	<i>* If not known at the time of drafting the Management Plan, include a general discussion of what is know of the resources on site and outline a plan identifying the resources in the near future (1 to 3 years)</i>
	** If not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan.
	Listed Animal Species
	Identify the listed animal species that have been found on the Project Site.
	Identify listed animal species that may be found on the Project Site based on the vegetative communities on the Project Site.
	Identify whether the Project Site contains habitat located in a Strategic Habitat Conservation Area, as identified by the Florida Fish and Wildlife Conservation Commission (FWC).
	Discuss the proposed management techniques to protect and enhance habitat for the various listed animal species.
	Coordinate with the Fish and Wildlife Conservation Commission (FWC) on the protection of listed species. Provide a copy of comments from FWC on the Management Plan OR a time frame to request and obtain comments from FWC on the Management Plan.
	<i>* If not known at the time of drafting the Management Plan, include a general discussion of what is know of the resources on site and outline a plan identifying the resources in the near future (1 to 3 years)</i>
	** If not known at the time of drafting the Management Plan, include a conceptual discussion of what action may need to be taken to protect the resources, and a time line for developing a final resource protection plan.
	Inventory of the Natural Communities
	Time frame for initiating a more detailed biological inventory survey of natural communities.
	Identify the monitoring cycle (such as twice a year - once a year - once every two years - once every five years).
	Include a procedure to forward information on identified listed species to the Florida Natural Areas Inventory (FNAI), annually, on the appropriate FNAI forms.
	Include the plant and animal species forms in the Appendix and reference in the text that the FNAI the forms

	are located in the Appendix.
	Forest Resources
	(Required for DEP projects over 1,000 acres)
	(Optional for FCT projects – recommended only for sites over 1,000 acres)
	Discuss sustainable forest management and ecosystem management activities for the site.
	Archeological, Cultural, and Historical Resource Protection
	Identify all known archeological and historical resources and discuss their significance, if known.
	Include a statement that significant resources will be interpreted for the public.
	Discussion of restoration needs and proposed management measures to protect the site.
	Identify the timing and extent of the historical and archaeological survey of the site, if needed.
	A commitment to perform a cultural resource survey of any area within the project site that is proposed for development prior to the commencement of proposed development activities in that area
	Include a provision that requires the applicant to notify the Division of Historical Resources immediately if evidence is found to suggest an archaeological or historic resource at the project site.
	Include a mechanism to coordinate with Division of Historical Resources on the protection and management of archaeological and historical resources.
	A provision that the collection of artifacts or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.
	Statement that the management of the archaeological and historic resources will comply with the provisions of Chapter 267, Florida Statutes specifically Sections 267.061 2(a) and (b).
	IV Site Development and Improvement
	Acknowledgment Sign
	Include a commitment to the placement of at least one acknowledgment sign identifying the Project Site being purchased with funds from “Florida Communities Trust”. The sign shall be at least 3'x 4' in size and include the FCT logo and the year the site was acquired. The sign shall be located at the entrance area to the park.
	Existing Physical Improvements
	Identify existing improvements on the project site. <i>(Such as: existing structures, dirt roads, trails, fencing, old foundations, borrow pits, improved pasture, pine plantation, spoil mounds, etc.)</i>
	Proposed Physical Improvements
	Identify and provide detailed information on all proposed resource-based recreation improvements. <i>(Such as: nature trails, picnic pavilions, wildlife observation decks, restrooms, ball fields, etc.)</i>
	Discuss approximate size of the various resource-based facilities.

	Discuss any potential impacts the various resource-based facilities may have on the natural resources on the project site.
	Identify and provide detailed information on proposed user-based recreation improvements. <i>(Such as: outdoor amphitheater, soccer fields, basketball courts, BMX track, tennis court, ball fields, concession stands, restrooms, etc.)</i>
	Discuss approximate size of the various user-based recreation facilities.
	Identify how proposed alterations of land or vegetation at the Project Site will be coordinated with the protection of listed plant and animal species.
	Provide bike paths and/or sidewalks to the site as an alternative to automobile transportation to the Project Site.
	Providing bike racks adjacent to high activity areas. <i>(Such as: picnic shelter, fishing pier, ball field, trailhead of a nature trail, environmental education center, etc.)</i>
	Provide a drinking fountain
	Provide benches at major activity areas and along trails
	Placement of trash cans at picnic areas, fishing piers, ball fields, and parking area.
	Bury utility lines, if possible
	An acknowledgment that any proposed modification of the Management Plan and/or undertaking any site alterations or physical improvements that are not addressed in the Recipient's approved Management Plan requires prior FCT review and approval. <i>(Place this statement in a separate paragraph)</i>
	Landscaping
	Approximate number of acres to be landscaped.
	Provide a discussion on the conceptual landscaping plan.
	Discuss generally what type of native plants may be used.
	Show the area to be landscaped on the Master Site Plan.
	Time frame for initiating and completing the landscaping program.
	Wetland Buffer
	A 100-foot buffer is provided between parking lots, major facilities, or athletic fields and wetlands.
	Parking
	Approximate number of parking spaces or size of parking area.
	Include a commitment to incorporate pervious material wherever feasible.
	Identify what means (split rail fences, bollards, rock boulders, or wheel stops) will be employed to contain

	cars in the parking areas.
	Stormwater Facilities
	Include a commitment that any proposed stormwater facilities will be designed to provide recreational open space or wildlife habitat in a parklike setting.
	Commitment that the stormwater facility will be designed with shallow slopes and without any fences.
	Stormwater facilities provided for parking areas and other development areas.
	Hazard Mitigation
	(if applicable, within the coastal high hazard area or 100 year flood plain)
	Discuss in concept, the hazard mitigation principles to be applied in the design and construction of the Project Site. <i>(Such as, locating major structures outside the 100-year flood plain, building major structures on pilings, not constructing major structures in hazard area, etc.)</i>
	Include a map of the 100-year flood plain or note the 100-year flood plan on the master site plan.
	Education Signs
	Include a commitment to provide interpretive signs intended to educate visitors about the natural environment and any known archeological and historical resources on the Project Site.
	Education Program (if applicable)
	Include a commitment to provide at least 12 regularly scheduled environmental or historical educational programs at the Project Site conducted by trained educators or resource professionals.
	Types of programs, target group(s), who will be leading the programs, etc.
	Identify a time frame for implementation of the education program.
	Museum and Nature Center (if applicable)
	Include a commitment to provide a staffed nature center or museum to provide year round education programming concerning the natural environment or history of the area.
	Permits
	To the best of your ability, identify all required permits for proposed development or restoration work such as ACOE, DEP, WMD, FWC, DOF, DHR, County, or City.
	Easements, Concessions, and Leases
	Identify existing easements, concessions, or leases.
	Identify proposed or possible easements, concessions, or leases including the type of proposed easement, concession, or lease agreement being considered, what type of fees would be charged at the facility, whether the facility is a non-profit facility, and any other financial information concerning the organization.
	Include a statement that the applicant will provide FCT 60 day prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, the granting of any management

	contracts, and any use by any person other than in such person's capacity as a member of the general public and no document will be executed without the prior written approval of FCT.
	Include a statement that the applicant will not execute any document without the prior written approval of FCT.
	Include an acknowledgment that all fees collected are placed in a segregated account solely for the upkeep and maintenance of the Project Site.
	V Management Needs
	Coordinated Management (If the project site is adjacent to an existing park or other publicly-owned lands)
	Discuss the need to coordinate management of the site with the managers of the adjacent conservation or parklands.
	Describe how the management of the project site will be coordinated with adjacent land manager(s).
	Discuss existing and proposed facilities on the adjacent parcel and how they may be incorporated, as appropriate, into the management of the project site.
	Provide an exhibit that shows the FCT project site and the adjacent publicly owned lands and all existing and proposed facilities on both sites and any shared facilities.
	Include a copy of comments from adjacent public land managers on the Management Plan. (or) A time frame to request and obtain comments from adjacent public land managers on the Management Plan.
	Trail Network (if applicable)
	Detail how the Project Site will enhance an existing local, regional, or statewide recreational trail system by connecting, extending, or closing the gaps in existing recreational trail systems, or by providing trailhead or trailside facilities.
	Detail or provide a conceptual discussion regarding the coordinated trail enhancement activities and management efforts among local, regional and state agencies.
	Map depicting Project Site and other existing or proposed parcels comprising the recreational trail system.
	Greenways (if applicable)
	<i>Wildlife Corridors and Canoe Trails</i>
	Discussion of the concept and management philosophy of the wildlife corridor or canoe trail network.
	Detail or provide a conceptual discussion on the coordinated resource protection activities and management efforts among local, regional and state agencies.
	Map depicting Project Site and other existing or proposed parcels comprising the wildlife corridor or canoe trail network.
	Optimal Boundary
	(Required by DEP) (Optional for FCT)
	Identify other parcels that should be purchased to enhance the management of the project site

	Assessment as to whether any portion should be surplusd (DEP requirement) (Note: No FCT funded property can be surplusd).
	Public Involvement
	(Required by DEP) (Optional for FCT)
	Statement concerning the extent of public involvement and local government participation in the development of the plan.
	Include a summary of comments and concerns expressed, if any.
	Maintenance
	Identify all maintenance activities that are required for the upkeep of the Project Site.
	Identify the local government employees or service contractors responsible for all aspects of property maintenance such as site cleanup, trash removal, and facilities upkeep.
	Security
	Identify the parties responsible for security at the site.
	Identify the measures to be employed to protect the site and the public using the site from vandalism, theft, and assault. <i>(Such as sheriff or police patrol, park staff patrol, citizen patrol, neighborhood patrol, on site resident security, etc.)</i>
	Identify the measures and design features to be employed to protect the site and the public using the site from vandalism and theft. <i>(Such as fencing, gates, boundary signs, posted hours signs, etc.)</i>
	Staffing
	Identify existing or new permanent and/or volunteer staff needed to operate the site.
	VI Cost Estimates and Funding Sources
	Break out and itemize approximate cost of each of the following.
	Structures and Improvements - for each group of structures or improvements.
	Natural Resource Protection - for each activity.
	Resource Enhancement Activities - for each activity
	Archeological and Historical Resource Protection - for each activity
	Educational Program - for each activity
	Maintenance - for each group of activities
	Security
	Staffing
	Identify the funding sources associated with implementing the Management Plan.
	VII Priority Schedule (See attachment for an example of a priority schedule)
	Include a time line, using calendar dates (month/year), for implementing all activities discussed in the Management Plan based on established priorities and the availability of funds including for the construction of each facility and implementation of each activity or program. (Note: used as a reference during stewardship assessment and review)
	VIII Monitoring And Reporting
	An acknowledgment that it is the Recipient's responsibility for preparing an Annual Stewardship Report, due on January 30, April 30, July 30, or October 30 of each year (choose one), which evaluates the

	implementation of the Management Plan. (FCT requirement only)
	An acknowledgment that any proposed modification of the Management Plan and/or undertaking any site alterations or physical improvements that are not addressed in the Recipient's approved Management Plan requires prior FCT review and approval.
	Exhibits
	A) Location Map showing the project site in relationship to the surrounding area - preferably a USGS Quad map
	B) Public Lands Map showing the project and other public or conservation lands within a 3 mile radius.
	C) Natural Communities Map
	D) Soils Map and Soil Descriptions (DEP requirement) (Optional for FCT)
	E) Copies of the Florida Natural Inventory report forms for listed species - listed animal species and listed plant species.
	F) Copy of the Exotic Pest Council's List of Florida's Most Invasive Species.
	G) Master Site Plan
	Master site plan drawn to scale provided.
	Boundary of the Project Site clearly identified.
	Identify existing physical improvements and their approximate location on a master site plan.
	Identify proposed recreational improvements and their approximate location on a master site plan.
	Locate the areas to be landscaped on a site map.
	Locate the upland areas to be restored on a site map.
	Locate the wetland areas to be restored on a site map.
	Site plan of publicly owned lands adjacent to the Project Site provided. Show approximate location of existing and proposed facilities (<i>if applicable</i>).
	H) Trail Network Map (if applicable)
	I) Greenway Map (if applicable)
	J) Optimal Boundary Map (DEP requirement) (Optional for FCT)
	K) A copy of the Grant Award Agreement or the Grant Contact.
	L) Interagency Agreement (if applicable)
	M) Public Hearing Summary and/or Management Plan Advisory Group Summary (DEP requirement) (Optional for FCT)
	N) Photos of Historical Resources (if applicable)

<p style="text-align: center;">Example Priority Timeline</p>

Add and delete items as needed

Project Number: _____

Project Name: _____

Grant recipient:

Instructions: Write in the month that each task will be completed.

You may modify the list by adding or deleting items as necessary.

[illegible]

Structures and Improvements: *(add or delete improvements as needed)*

[illegible][illegible][illegible]

[illegible]

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